COOLEY, LAW OF TAXATION, Ed. 2, p. 373. Consequently the modified rule of *"mobilia sequuntur personam"* applies. The domicil of the owner being in Kentucky, his tangible movables which have gained no actual situs elsewhere, follow him there in so far as taxation is concerned. Therefore, taxation by the State violates no constitutional right of property. The fact that it may be impossible to bring the vessel to the place of taxation, is rejected by the court as introducing too much uncertainty and the possible exemption of some property from taxation, as large ships, which having acquired no situs elsewhere could not be reached, while smaller ships could be.

CONTRACTS—SUFFICIENCY OF TYPEWRITTEN SIGNATURE.—The Real Property Law (Consol. Laws 1909, c. 50, §259) of New York, following the general terms of the statute of frauds relative to the sale of lands, provides that a contract for the sale of real property must be subscribed by the vendor. *Held,* typewriting one's name is sufficient and satisfies the term "subscribing" as used in the act. *Landeker* v. *Co-operative Builder's Bank* (1911), 130 N. Y. Supp. 780.

The New York court by taking this position reverses a previous decision in that State, *Vielie* v. *Osgood* (1851), 8 Barb. 130, in which it was held that under the statute of frauds the subscription must be "an actual manual one," and arrives at much the same conclusion as a great majority of the States of the union. Although at a very early date it was deemed necessary that the signature should be in the actual handwriting of the party whose signature was essential, WILLISTON, SALES, p. 139, the courts have gradually given a broader interpretation to the term "subscribe," never before, however, having held that a typewritten signature was sufficient. *Grieb* v. *Cole,* 60 Mich. 397; *Schneider* v. *Norris,* 2 Mau. & Sel. 286; *Drury* v. *Young,* 58 Md. 546; and *Hamilton* v. *State,* 103 Ind. 96, 53 Am. Rep. 491, are authority to the effect that a printed signature is sufficient. On the other hand, the Minnesota Supreme Court has held that a printed signature appearing in the writing of a contract for the sale of land does not constitute a subscribing or signing of the contract within the meaning of the statute of frauds. Whether the court really meant to say that the signature was bad because printed, or rather that there was really no signature because the names of the parties appeared in the body of the instrument rather than at its conclusion, does not definitely appear. If the former is meant, that court is not consistent, for in *Herrick* v. *Morrill,* 37 Minn. 250, 5 Am. St. Rep. 841, overruling *Ames* v. *Schurmeier,* 9 Minn. 206, the court said that a summons in a civil action might be subscribed by the printed signature of the plaintiff or his attorney, and in *Drury* v. *Young,* 58 Md. 546, 42 Am. Rep. 343, the Maryland court went so far as to say that a note or memorandum for the sale of land made on a printed letter head, containing the firm and individuals' names, but not actually signed, was sufficient, as the firm thereby adopted the printed heading as its signature. A decision handed down in California shows how far the courts are tending in this direction, stating that to "sign," in the primary sense of the word, is to make a mark; to "sign" any instrument or document is to make any mark upon it in token of knowledge, approval, acceptance or obligation. *In*

re Walker's Estate, 110 Cal. 387. Arguing from such decisions, the court in the principal case said, "we can see no reason why a signature by the grantor, under the statute of frauds, or this section of the real property law, may not be stamped on by the letters of a typewriter, as well as by a rubber stamp (*Bennett* v. *Brumfitt,* L. R. 3 C. P. 28), or by the mark of a pen, or by the use of a printed name."

COPYRIGHT—MOVING PICTURES AS DRAMATIZATION OF BOOK.—The defendant, a manufacturer of films for moving picture machines, employed a man to write such a scenario of portions of the book "Ben Hur," as could be acted out, these portions giving enough of the story to be identified with ease. These described actions were then performed by a company of actors, and negatives of the actions were made for use in manufacturing films for moving picture machines used in giving public exhibitions. The owners of the copyright of the book and of the dramatization rights asked for an injunction, claiming that the acts of the defendant constituted an infringement. *Held,* that moving picture films produced in such a manner, necessitated and constituted a dramatization of the book, and are consequently an infringement of the right of dramatization. *Kalem Co.* v. *Harper Brothers, Marc Klaw, Abraham Erlanger, and Henry L. Wallace,* 32 Sup. Ct. 20.

The copyright laws give to authors, not only the right to an exclusive enjoyment of their printed works, but also the right to dramatize the same. U. S. COMP. STAT. 1901, p. 3406. While it is a statutory right, *Wheaton* v. *Peters* 8 Pet. 591; *Kennedy et al.* v. *McTammany,* 33 Fed. 584, yet the "history of the copyright law does not justify so narrow a construction of the word 'writing'." *Harper & Bros.* v. *Kalem Co.,* 169 Fed. 61. It includes public performance as well as many other modes of expression. The same viewpoint applies to the dramatization rights. To constitute dramatization, language is not necessary. *Carte* v. *Duff,* 25 Fed. 187; *Daly* v. *Palmer,* 6 Blatchf. 256, Fed. Cas. No. 3,552. If a pantomime is dramatization, then it is none the less so when exhibited to the audience by means of reflections from a glass instead of by direct vision. The mechanism used does not affect the essence of the case. Consequently the use of a moving picture film and machine, is the use of a reproduction, if anything, only less vivid than that by mirror. The defendant, though not actually exhibiting the films, made, sold, and advertised them for public exhibitions. In so doing he contributed to the infringement. *Harper* v. *Shoppell,* 28 Fed. 613. The fact that only a part of the book was used, does not make it any the less an infringement. *Greene* v. *Bishop,* 1 Cliff. 186; *D'Almaine* v. *Boosey,* 1 You. & Coll. 288. The court expressly distinguishes between a monopoly of ideas and the rights under a copyright.

CORPORATIONS — STOCKHOLDER'S MEETINGS — EFFECT OF WITHDRAWAL OF STOCKHOLDERS.—At the regular annual meeting of a corporation whose by-laws provided that "holders of a majority of the stock issued shall constitute a quorum" stockholders were present representing more than a majority of the shares. A chairman was elected by *viva voce* vote, no objection being made